

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

**May 30, 2024**

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

TYLER PISANI,

Plaintiff,

v.

IQ DATA INTERNATIONAL, INC.,

Defendant.

No. 2:23-CV-00208-MKD

PROTECTIVE ORDER

**ECF No. 27**

Before the Court is the Parties' Stipulated Protective Order. ECF No. 27.

The parties seek the entry of a stipulated protective order. The Court has reviewed the record and the motion and finds good cause to grant the motion.

Accordingly, **IT IS HEREBY ORDERED:**

1. The parties' Stipulated Protective Order, **ECF No. 27**, is **GRANTED**.
2. The following Protective Order shall apply to this case:

**PROTECTIVE ORDER**

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted.

Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

2. “CONFIDENTIAL” MATERIAL

“Confidential” material shall include the following documents and tangible things produced or otherwise exchanged:

2.1 Client list of I.Q. Data;

2.2 Database of I.Q. Data;

2.3 Account notes in any I.Q. Data matter;

2.4 Account file in any I.Q. Data matter;

2.5 Any information related to any account collected by I.Q. Data in which the information is related to a non-party, including a non-party debtor;

1           2.6   Policies, Processes and Procedures of I.Q. Data, including but not  
2 limited to all guides, manuals and instructions to or for employees of I.Q. Data, or  
3 any related entity to I.Q. Data;

4           2.7   All manuals, tests, video tapes, books or other documents pertaining  
5 to the training and supervision of I.Q. Data's employees or agents;

6           2.8   Glossary of terms and abbreviations used by I.Q. Data;

7           2.9   Information in any employee file about or related to an I.Q. Data  
8 employee maintained by I.Q. Data;

9           2.10   Contracts or agreements, written or oral, between I.Q. Data and its  
10 client placing any account with I.Q. Data;

11           2.11   Contracts or agreements between I.Q. Data and any consumer  
12 reporting agency;

13           2.12   Contracts or agreements between I.Q. Data and any vendor of I.Q.  
14 Data;

15           2.13   Communications between I.Q. Data any of the parties listed in the  
16 three above paragraphs relating to negotiation of those contracts or agreements;

17           2.14   Communications, written or oral, between I.Q. Data and its client  
18 placing any account with I.Q. Data;

19           2.15   Any I.Q. Data financial information, including but not limited to bank  
20 accounts information, and net worth information;

1           2.16 Any document relating to the creation of any template of I.Q. Data;  
2 and

3           2.17 Any document prepared for a litigation matter by I.Q. Data.

4           3.    SCOPE

5           The protections conferred by this agreement cover not only confidential  
6 material (as defined above), but also (1) any information copied or extracted from  
7 confidential material; (2) all copies, excerpts, summaries, or compilations of  
8 confidential material; and (3) any testimony, conversations, or presentations by  
9 parties or their counsel that might reveal confidential material.

10          However, the protections conferred by this agreement do not cover  
11 information that is in the public domain or becomes part of the public domain  
12 through trial or otherwise.

13          4.    ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

14           4.1   Basic Principles. A receiving party may use confidential  
15 material that is disclosed or produced by another party or by a non-party in  
16 connection with this case only for prosecuting, defending, or attempting to  
17 settle this litigation. Confidential material may be disclosed only to the  
18 categories of persons and under the conditions described in this agreement.  
19 Confidential material must be stored and maintained by the receiving party  
20

1 at a location and in a secure manner that ensures that access is limited to the  
2 persons authorized under this agreement.

3 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
4 otherwise ordered by the court or permitted in writing by the designating  
5 party, a receiving party may disclose any confidential material only to:

6 (a) the receiving party’s counsel of record in this action, as  
7 well as employees of counsel to whom it is reasonably necessary to  
8 disclose the information for this litigation;

9 (b) the officers, directors, and employees (including in house  
10 counsel) of the receiving party to whom disclosure is reasonably  
11 necessary for this litigation, unless the parties agree that a particular  
12 document or material produced is for Attorney’s Eyes Only and is so  
13 designated;

14 (c) experts and consultants to whom disclosure is reasonably  
15 necessary for this litigation and who have signed the  
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (d) the court, court personnel, and court reporters and their  
18 staff;

19 (e) copy or imaging services retained by counsel to assist in  
20 the duplication of confidential material, provided that counsel for the

1 party retaining the copy or imaging service instructs the service not to  
2 disclose any confidential material to third parties and to immediately  
3 return all originals and copies of any confidential material;

4 (f) during their depositions, witnesses in the action to whom  
5 disclosure is reasonably necessary and who have signed the  
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
7 otherwise agreed by the designating party or ordered by the court.

8 Pages of transcribed deposition testimony or exhibits to depositions  
9 that reveal confidential material must be separately bound by the court  
10 reporter and may not be disclosed to anyone except as permitted under  
11 this agreement;

12 (g) the author or recipient of a document containing the  
13 information or a custodian or other person who otherwise possessed or  
14 knew the information.

15 4.3 Filing Confidential Material. Before filing confidential material  
16 or discussing or referencing such material in court filings, the filing party  
17 shall confer with the designating party to determine whether the designating  
18 party will remove the confidential designation, whether the document can be  
19 redacted, or whether a motion to seal or stipulation and proposed order is  
20 warranted. During the meet and confer process, the designating party must

1 identify the basis for sealing the specific confidential information at issue,  
2 and the filing party shall include this basis in its motion to seal, along with  
3 any objection to sealing the information at issue. A party who seeks to  
4 maintain the confidentiality of its information has the burden of persuasion,  
5 even if it is not the party filing the motion to seal. Failure to satisfy this  
6 requirement will result in the motion to seal being denied, in accordance  
7 with the strong presumption of public access to the Court's files.

8 **5. DESIGNATING PROTECTED MATERIAL**

9 **5.1 Exercise of Restraint and Care in Designating Material for**  
10 **Protection**. Each party or non-party that designates information or items for  
11 protection under this agreement must take care to limit any such designation  
12 to specific material that qualifies under the appropriate standards. The  
13 designating party must designate for protection only those parts of material,  
14 documents, items, or oral or written communications that qualify, so that  
15 other portions of the material, documents, items, or communications for  
16 which protection is not warranted are not swept unjustifiably within the  
17 ambit of this agreement.

18 Mass, indiscriminate, or routinized designations are prohibited.  
19 Designations that are shown to be clearly unjustified or that have been made  
20 for an improper purpose (e.g., to unnecessarily encumber or delay the case

1 development process or to impose unnecessary expenses and burdens on  
2 other parties) expose the designating party to sanctions.

3 If it comes to a designating party's attention that information or items  
4 that it designated for protection do not qualify for protection, the designating  
5 party must promptly notify all other parties that it is withdrawing the  
6 mistaken designation.

7 5.2 Manner and Timing of Designations. Except as otherwise  
8 provided in this agreement (see, e.g., second paragraph of section 5.2(b)  
9 below), or as otherwise stipulated or ordered, disclosure or discovery  
10 material that qualifies for protection under this agreement must be clearly so  
11 designated before or when the material is disclosed or produced.

12 (a) Information in documentary form: (e.g., paper or  
13 electronic documents and deposition exhibits, but excluding  
14 transcripts of depositions or other pretrial or trial proceedings), the  
15 designating party must affix the word "CONFIDENTIAL" to each  
16 page that contains confidential material. If only a portion or portions  
17 of the material on a page qualifies for protection, the producing party  
18 also must clearly identify the protected portion(s) (e.g., by making  
19 appropriate markings in the margins).



1 (b) Testimony given in deposition or in other pretrial  
2 proceedings: the parties and any participating non-parties must  
3 identify on the record, during the deposition or other pretrial  
4 proceeding, all protected testimony, without prejudice to their right to  
5 so designate other testimony after reviewing the transcript. Any party  
6 or non-party may, within fifteen days after receiving the transcript of  
7 the deposition or other pretrial proceeding, designate portions of the  
8 transcript, or exhibits thereto, as confidential. If a party or non-party  
9 desires to protect confidential information at trial, the issue should be  
10 addressed during the pre-trial conference.

11 (c) Other tangible items: the producing party must affix in a  
12 prominent place on the exterior of the container or containers in which  
13 the information or item is stored the word "CONFIDENTIAL." If  
14 only a portion or portions of the information or item warrant  
15 protection, the producing party, to the extent practicable, shall identify  
16 the protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an  
18 inadvertent failure to designate qualified information or items does not,  
19 standing alone, waive the designating party's right to secure protection under  
20 this agreement for such material. Upon timely correction of a designation,

1 the receiving party must make reasonable efforts to ensure that the material  
2 is treated in accordance with the provisions of this agreement.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any party or non-party may challenge a  
5 designation of confidentiality at any time. Unless a prompt challenge to a  
6 designating party's confidentiality designation is necessary to avoid  
7 foreseeable, substantial unfairness, unnecessary economic burdens, or a  
8 significant disruption or delay of the litigation, a party does not waive its  
9 right to challenge a confidentiality designation by electing not to mount a  
10 challenge promptly after the original designation is disclosed.

11 6.2 Meet and Confer. The parties must make every attempt to  
12 resolve any dispute regarding confidential designations without court  
13 involvement. Any motion regarding confidential designations or for a  
14 protective order must include a certification, in the motion or in a declaration  
15 or affidavit, that the movant has engaged in a good faith meet and confer  
16 conference with other affected parties in an effort to resolve the dispute  
17 without court action. The certification must list the date, manner, and  
18 participants to the conference. A good faith effort to confer requires a face-  
19 to-face meeting or a telephone conference.  
20

1           6.3   Judicial Intervention. If the parties cannot resolve a challenge  
2       without court intervention, the designating party may file and serve a motion  
3       to retain confidentiality. The burden of persuasion in any such motion shall  
4       be on the designating party. Frivolous challenges, and those made for an  
5       improper purpose (e.g., to harass or impose unnecessary expenses and  
6       burdens on other parties) may expose the challenging party to sanctions. All  
7       parties shall continue to maintain the material in question as confidential  
8       until the court rules on the challenge..

9       7.    PROTECTED MATERIAL SUBPOENAED OR ORDERED  
10       PRODUCED IN OTHER LITIGATION

11       If a party is served with a subpoena or a court order issued in other litigation  
12       that compels disclosure of any information or items designated in this action as  
13       “CONFIDENTIAL,” that party must:

14           (a)   promptly notify the designating party in writing and include a  
15       copy of the subpoena or court order;

16           (b)   promptly notify in writing the party who caused the subpoena  
17       or order to issue in the other litigation that some or all of the material  
18       covered by the subpoena or order is subject to this agreement. Such  
19       notification shall include a copy of this agreement; and  
20

1 (c) cooperate with respect to all reasonable procedures sought to be  
2 pursued by the designating party whose confidential material may be  
3 affected.

4 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a receiving party learns that, by inadvertence or otherwise, it has disclosed  
6 confidential material to any person or in any circumstance not authorized under  
7 this agreement, the receiving party must immediately (a) notify in writing the  
8 designating party of the unauthorized disclosures, (b) use its best efforts to retrieve  
9 all unauthorized copies of the protected material, (c) inform the person or persons  
10 to whom unauthorized disclosures were made of all the terms of this agreement,  
11 and (d) request that such person or persons execute the “Acknowledgment and  
12 Agreement to Be Bound” that is attached hereto as Exhibit A.

13 9. INADVERTENT PRODUCTION OF PRIVILEGED OR  
14 OTHERWISE PROTECTED MATERIAL

15 When a producing party gives notice to receiving parties that certain  
16 inadvertently produced material is subject to a claim of privilege or other  
17 protection, the obligations of the receiving parties are those set forth in Federal  
18 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
19 whatever procedure may be established in an e-discovery order or agreement that  
20 provides for production without prior privilege review. The parties agree to the  
entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

1           10.   NON TERMINATION AND RETURN OF DOCUMENTS

2           Within 60 days after the termination of this action, including all appeals,  
3 each receiving party must return all confidential material to the producing party,  
4 including all copies, extracts and summaries thereof. Alternatively, the parties  
5 may agree upon appropriate methods of destruction.

6           Notwithstanding this provision, counsel are entitled to retain one archival  
7 copy of all documents filed with the court, trial, deposition, and hearing transcripts,  
8 correspondence, deposition and trial exhibits, expert reports, attorney work  
9 product, and consultant and expert work product, even if such materials contain  
10 confidential material.

11           The confidentiality obligations imposed by this agreement shall remain in  
12 effect until the designating party agrees otherwise in writing or a court orders  
13 otherwise.

14           **IT IS FURTHER ORDERED** that pursuant to Fed. R. Evid. 502(d), the  
15 production of any documents, electronically stored information (ESI) or  
16 information, whether inadvertent or otherwise, in this proceeding shall not, for the  
17 purposes of this proceeding or any other federal or state proceeding, constitute a  
18 waiver by the producing party of any privilege applicable to those documents,  
19 including the attorney-client privilege, attorney work-product protection, or any  
20 other privilege or protection recognized by law. This Order shall be interpreted to

1 provide the maximum protection allowed by Fed. R. Evid. 502(d). The provisions  
2 of Fed. R. Evid. 502(b) do not apply. Nothing contained herein is intended to or  
3 shall serve to limit a party's right to conduct a review of documents, ESI or  
4 information (including metadata) for relevance, responsiveness and/or segregation  
5 of privileged and/or protected information before production. Information  
6 produced in discovery that is protected as privileged or work product shall be  
7 immediately returned to the producing party.

8 **IT IS SO ORDERED.** The District Court Executive is directed to enter this  
9 Order and provide copies to the parties.

10 DATED May 30, 2024.

11 s/Mary K. Dimke  
12 MARY K. DIMKE  
13 UNITED STATES DISTRICT JUDGE  
14  
15  
16  
17  
18  
19  
20

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare  
under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for  
the Eastern District of Washington on [date] in the case of *Tyler Pisani v. I.Q.*  
*Data International, Inc.*, US District Court for the Eastern District of Washington  
case no. 2:23-CV-00208-MKD. I agree to comply with and to be bound by all the  
terms of this Stipulated Protective Order and I understand and acknowledge that  
failure to so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person  
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Eastern District of Washington for the purpose of enforcing the terms  
of this Stipulated Protective Order, even if such enforcement proceedings occur  
after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_